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Mary Kay Shaver (P-60411)

Summit Polymers, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In Re:	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Hon. Robert E. Gerber
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**LIMITED OBJECTION BY SUMMIT POLYMERS, INC., TO
NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND (II) CURE AMOUNTS RELATED THERETO**

Summit Polymers, Inc., a Michigan corporation doing business as Supplier Automotive ("Supplier"), by and through its attorneys, Varnum LLP, hereby files this limited objection to the Notice of (i) Debtors' Intent to Assume and Assign Certain Executory Contract, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto, dated June 5, 2009 (the "Assignment Notice") as follows:

1. On June 1, 2009, the Debtors commenced these voluntary cases under chapter 11 of title 11 of the United States Code.

2. On June 2, 2009, this Court entered an Order approving the Debtors' bidding procedure [Docket No. 274], which includes a procedure regarding the Debtors' assumption and assignment of executory contracts (the "Procedures Order").

3. On June 11, 2009, Supplier received the Assignment Notice, which states that the Debtors intend to assume and assign all of the Debtors' agreements with Supplier (the "Supplier Agreements") and proposes a cure amount of USD \$343,659.55 (the "Proposed Cure Amount").

4. Supplier has not been able to reconcile all of the purchase orders and invoices listed in the Proposed Cure Amount and there are some discrepancies as follows:

a. The Proposed Cure Amount fails to include the pre-petition invoices listed on Schedule 1 in the amount USD \$176,967.13;

b. The Proposed Cure Amount identifies approximately 65 invoices relating to a Nanjing duns pay code, but Summit cannot reconcile the bill of lading numbers and Summit is owed CNY \$144,015.27 under the Nanjing duns pay code; and

b. Summit is owed USD \$462.00 the five invoices listed on the attached Schedule 2 than provided in the Proposed Cure Amount.

Copies of back-up information is available upon request.

5. Accordingly, Supplier objects to the Assignment Notice and the Proposed Cure Amount to the extent Summit has not been able reconcile all of the cure amounts and there are discrepancies in the amounts of at least CNY \$144,015.27 and USD \$177,429.13.

WHEREFORE, Creditor requests that the Court enter an order:

(A) Granting Supplier a pre-petition cure amount for purposes of Section 365(b) of the Bankruptcy Code in the total amount of CNY \$144,015.27 and USD \$541,088.68 as a

condition for the Debtors to assume and assign the Supplier Agreements pursuant to the Procedures Order; and

(B) Granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

Varnum LLP

Dated: June 15, 2009

By: /s/ Mary Kay Shaver
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